

**SALE DEED**

**As per Govt. Value : Rs. \_\_\_\_\_/- only**

THIS DEED OF SALE IS MADE ON THIS THE \_\_\_\_ DAY OF 'MARCH' 2021 AT SERAIKELLA; BETWEEN:

1) **M/S. S.K. CONSTRUCTION, (PAN – ACPFS0541M)**, A Partnership firm, having its office at Qtr.No.7/1/2, Road No.4, Bagbera Housing Colony, P.O. & P.S. Bagbera, town Jamshedpur, District Singhbhum East, represented by its one of the partner namely **SRI SHISHIR KUMAR, (UID No.4669 4186 3737)**, son of Sri Sheo Mangal Prasad Singh, by faith Hindu, by Caste \_\_\_\_\_, by occupation Business, by Nationality Indian, resident of Qtr.No.7/1/2, Road No.4, Bagbera Housing Colony, P.O. & P.S. Bagbera, Town Jamshedpur, District East Singhbhum, State of Jharkhand, hereinafter referred to as the **BUILDER/SELLER No.1;**

**A N D**

- 2) i) **TRILOCHAN PAUL,**  
ii) **JAGBANDHU,**  
both sons of Late Kanhaipal,  
iii) **BHIKHARI PAUL &**  
iv) **GUNADHAR PAUL,**  
both sons of Late Mahesh Pal,

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Authorised Signatory

All by faith Hindu, by Caste Kumhar, Nationality Indian, all are resident of Village Baragamharia, P.S. Gamharia, District Seraikella-Kharsawan, State of Jharkhand, represented through their duly constituted and lawful attorney **SRI SHISHIR KUMAR, (UID No.4669 4186 3737)**, son of Sri Sheo Mangal Prasad Singh, by faith Hindu, by occupation Business, by Nationality Indian, resident of Qtr.No.7/1/2, Road No.4, Bagbera Housing Colony, P.O. & P.S. Bagbera, Town Jamshedpur, District East Singhbhum, State of Jharkhand, vide registered

General Power of Attorney Deed No.IV- 164, Sl. No.612, dated 01.02.2014, registered at District Sub-Registry Office, Jamshedpur, hereinafter referred to as the **LANDOWNERS/ SELLER No.2;**

(the expression Seller No.1 shall unless excluded by or repugnant to the subject or to the context mean and meaning thereof, the said firm deemed to be itself and include its/their legal heirs, successors-in-office, representatives, nominees, assignees and expression Seller No.2 shall unless excluded by or repugnant to the subject mean and meaning thereof and include their respective heirs, successors, representatives, executors, nominees, legal representatives and assignees) of the **ONE PART.**

**IN FAVOUR OF**

- 1) **MR. BABAN SINGH, (PAN - \_\_\_\_\_ and UID No.9948 6229 0930), son of Harishankar Singh, by occupation Service and**
- 2) **MRS. NILU DEVI, (PAN – AYMPD1074H and UID No.7045 9308 3363), wife of Mr. Baban Singh, by occupation Housewife;**

Both by faith Hindu, by Caste \_\_\_\_\_, Nationality Indian, both are resident of Adarsh Nagar, Gamharia, Near Durga Puja Maidan, Bara Gamharia, District Seraikella-Kharsawan, Pin – 832108, hereinafter called the **PURCHASER/S** (which expression shall unless, it be repugnant to the context or meaning thereof shall mean and include his/ her/ their heirs, successors, executors, assigns and representatives) of the **OTHER PART;**

**NATURE OF THE DEED:**                      **SALE DEED**

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**CONSIDERATION AMOUNT:**      **Rs.40,00,000/- (Rupees Forty lakhs) only.**

**WHEREAS,** all that piece and parcel of raiyati land measuring 34½ Decimals, situated in Mouza Baragamharia, within P.S. Gamharia, Thana No.66,

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Halka No.II, recorded under Old Khata No.74, Old Plot Nos.666, 667, 668, 669, corresponding to New Khata No.66, 972 & 974, New Plot Nos.1813, 1814 & 1815, District Sub-Registry Office at Seraikella, District Seraikella-Kharsawan, more fully described in the Schedule 'A' hereunder written, was jointly purchased and acquired by one Kanhai Paul, since deceased (the father of the Seller No.2 (i), (ii) and Bhikari Paul & Gunadhar Paul, the Seller No.2 (iii), (iv) above referred, by virtue of Three registered Sale Deed bearing Deed No.3188, dated 09.07.1976, Deed No.2866, dated 23.09.1987 and Deed No.1226, dated 25.04.2000, from its previous lawful respective owner/s, all deeds registered at Sub and District Sub-Registry office, Seraikella and thereafter got the same mutated, from the office of the superior landlord, the State, through the C.O., Gamharia, vide Mutation Case No.1404/2008-09, dated 21.02.2009, No.452/92-93, dated 30.01.1993 and No.480/2001-02, dated 27.11.2001, respectively and they were in peaceful possession over the same without any interruption from any corner and exercising all acts of ownership thereto;

**AND WHEREAS**, later on said Kanhai Paul, died intestate leaving behind the Seller No.2 (i) & (ii), being his sons and legal heirs and successors and thereafter they have been in peaceful possession over their inherited property, leaving behind their deceased father Kanhai Paul, without any interruption from any corner;

**AND WHEREAS**, as such the first party member No.2 are the absolute, lawful and bonafide owners of the schedule 'A' below property, as its lawful owners in the eye of law, without any interruption or objection or impediment by and from any corner by exercising all acts of ownership thereto;

**AND WHEREAS**, the aforesaid landowners/ Seller No.2 is desirous to construct multistoried building consisting of several flats, units, parking space, over their aforesaid plot of land, approached the builder/ Seller No.1 and proposed to

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construct multistoried building over their said plot of land and having discussed in all matters of construction and the **Seller No.2/ owners** agreed to offload and award the total development and construction of the building to the said builder, the **Seller No.1** above named;

**AND WHEREAS**, sometime in the past, the **Seller No.2**, entered into a Development Agreement, on dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the **builder/ Seller No.1** for the development of multistoried complex over their aforesaid landed property and in pursuant to that the **Seller No.2** conferred their requisite powers in favour of **Sri Shishir Kumar**, one of the Partner of **Seller No.1** as their lawful attorney and thereafter the multistoried complex has been built up by the **builder/ Seller No.1** as per approved building plan, **Building Permit No. \_\_\_\_\_**, dated \_\_\_\_\_, issued by AIAD/ Adityapur N.A.C., Jamshedpur;

**AND WHEREAS**, the purchaser/s of this deed in response of the offer made by the **Seller No.1** on its behalf and on behalf of said landowners, the **Seller No.2** authorized to do so in conformity of the said agreement and after going through all relevant documents related to the aforesaid land, building plan, common specifications and being satisfied with the right, title and interest of the **Seller No.2** on the aforesaid land including power to transfer and right of the **Seller No.1** and further after inspecting the said property, accepted the offer of the **Seller No.1** and agreed to purchase **Two Flats, including one Car parking space**, with other built up area, common spaces, common properties, on completion of the constructions and entire multistoried building on part of the aforesaid land with all facilities and utilities provided by the **Seller No.1** together with undivided proportionate share in the said land for a total consideration amount **Rs.40,00,000/- (Rupees Forty lakhs) only;**

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**AND WHEREAS**, in furtherance to the aforesaid offer and acceptance of the **Sellers**, the above named **Purchaser/s** has/ have paid entire consideration amount of the said **Flat with parking space** in different installments as per their agreed terms;

**AND WHEREAS**, the **builder/ Seller No.1** also completed the entire constructions of one such multistoried building consisting of several flats, units, parking spaces etc. with common specifications as per the said building plan, which is now known as "**MAHESH TOWER**", situated at near Baragamharia, within P.S. Gamharia, District Seraikella-Kharsawan in part of the Schedule 'A' below land;

**AND WHEREAS**, on completion of the entire constructions etc. of the said multistoried building as "**MAHESH TOWER**", on part of the above said land on receipt of entire consideration amount from the **Purchaser/s**, as aforesaid, the **Seller No.1** on its behalf and on behalf of the **Seller No.2/ landowners**, gave formal delivery of possession of such **Two Flats, bearing Flat No.202**, measuring **super built up area 995 Sq.ft.** and **Flat No.203**, measuring **super built up area 995 Sq.ft.**, i.e. **total super built up area 1990 Sq.ft.**, both flats at the **2<sup>nd</sup> floor**, which consists of bedrooms, drawing cum dining hall, toilets/ baths, kitchen and balconies etc. including **One Car parking space at the Ground floor of the building** and undivided proportionate share of land measuring **200 Sq.ft.**, in the Schedule 'A' below land, within the multistoried building now named as "**MAHESH TOWER**", situated at near Baragamharia, within P.S. Gamharia, District Seraikella-Kharsawan, more fully described in the Schedule 'B' below, as per their agreed terms;

**AND WHEREAS**, the **Purchaser/s** has/ have inspected the said multistoried building, more fully described in the Schedule 'B' below, during and after completion of constructions etc. with its all facilities and utilities and being satisfied

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with his/ her/ them, requested the **Seller No.1** on its behalf and on behalf of the **Seller No.2** to execute and register a proper Deed of Transfer in favour of the Purchaser, by way of sale in respect of the said Flat, bearing Flat Nos.202 and 203, more fully described in the Schedule 'B' below, who also have agreed to execute and register a proper sale deed in favour of the Purchaser;

**NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS:**

- 1) THAT, in pursuance of the above agreement and in consideration of the said sum of **Rs.40,00,000/- (Rupees Forty lakhs) only**, paid by the purchaser/s to the Seller No.1, details given in Mode of Payment, herein below mentioned, the receipt of which sum the Sellers do hereby admit and acknowledge as full, final and highest consideration of the schedule below property, the Sellers by these presents do hereby absolutely sell, convey, transfer the all that property in favour of the purchaser/s by this deed of sale **TO HAVE AND TO HOLD** the same unto the purchaser/s, his/ her/ their heirs, successors together with all right, title, interest, possession, privileges advantages, common services etc without any interruption from the side of the Sellers or any person or persons claiming under it/ them.
- 2) THAT, the Sellers have delivered possession of the schedule below property to the purchaser and from this day the purchaser will possess and enjoy the same as absolute owner in all possible ways with power to dispose of the same by way of Sale, Gift, Mortgage or any other way whatsoever in manner he/ she/ they like/s and the purchaser/s shall be at liberty to get his/ her/ their name/s mutated in the office of the landlord and pay rent and other charges for the same in his/ her/ their own name/s.
- 3) THAT, from this day all the right, title, interest and possession of the Sellers in the schedule below property will cease to exist and will vest unto the

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purchaser/s. The property hereby conveyed by this deed of sale is free from all encumbrances, charges, lien, lispensens, attachments etc.

- 4) THAT, the purchaser/s will pay the proportionate ground rent, maintenance charges and proportionate electricity charges for the common area as per reading of the common meter to the in-charge authority and/ or owner's Association of the complex.
- 5) THAT, the purchaser/s shall pay the electricity charges according to the meter reading exclusive in respect of the Schedule 'B' below residential flat,
- 6) THAT, the purchaser/s shall not store or keep the prohibited article and/ or articles which are likely to effect the construction/ structures of the said building.
- 7) THAT, the purchaser/s shall not decorate the exterior of the building otherwise than in manner agreed by the complex authority or owners of the Complex.
- 8) THAT, the purchaser/s shall not claim any right, title or interest over and in respect of the roof of the building. However the purchaser/s may use the roof without causing any damage of the roof and/ or any hindrance or obstruct to other purchasers and occupants of the said building.
- 9) THAT, the purchaser/s shall be liable to pay the Service Tax, GST or any other tax etc. to the concerned authorities, if levied or made applicable, in future, with respect to the Schedule 'B' below property and the Sellers reserve the right to recover such charges from the purchaser/s, if such duties are charged to his/ her/ them.

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10) THAT, the Sellers have not charged or transferred the Schedule 'B' below property in any way to anyone else and if for any defect of title or possession, the purchaser suffers any loss, then the Sellers will be liable to compensate such loss of the purchaser.

11) THAT THE PURCHASER/S HEREBY DECLARE/S AND COVENANT/S:

i) to hold, occupy and enjoy the demised flat as per rules and regulations of the complex Society, time being enforce and as shall be amended from time to time.

ii) to maintain and manage the said schedule below flat at his/ her/ their exclusive fund and management.

iii) to use and hold the premises, for residential purpose only and not to convert the flat into an industry or other purpose.

iv) not to use and hold the flat in such a manner so as to damage or injure the adjacent or neighboring flats/ units of the said complex.

v) not to store or stack any materials or waste in the common areas, but such space or spaces shall remain open and vacant for the free movement of all occupants of the said complex.

12) THAT, the schedule below land is not belonged to S.T., B.C. does not comes under the Khashmahal and the land does not related to the Temple, and/ or religious places and the Sellers do not violate the section 46 (I) a & b of Chhota Nagpur Tenancy Act, 1908 and this is not Govt. land and there is no violation of the Section 22 A of Indian Registration Act, 1908, the land situated in Urban Area.

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- 13) THAT the name of the Complex shall be "MAHESH TOWER".
- 14) THAT, the schedule below property is situated at other road.

**SCHEDULE- 'A'**

(Description of the entire landed property)

District Seraikella-Kharsawan, District Sub-Registry office at Seraikella, the raiyati land situated in **Mouza BARAGAMHARIA**, within P.S. Gamharia, Thana No.66, Halka No.II, recorded under Khata No., Plot No., Area and boundary herein below mentioned :-

<u>Khata No.</u>	<u>Plot No.</u>	<u>Area</u>
74 (Old)	666, 667 (Old)	0.04 Acre
66 (New)	1813 (New)	0.04 "
		0.06 "
74 (Old)	668, 669 (Old)	0.10 ½ Acre
972 (New)	1814 (New)	
74 (Old)	668, 669 (Old)	0.08 ½ Acre
942 (New)	1814 (P) (New)	
	1815 (a)	0.01 "
	1815 (b)	0.0 ½ "

**Total :** 0.34½ Acre (Thirty four Decimals) of raiyati land.

which is bounded by:

North: Sahdeo Kaibarto;

South: Khemkaran Kedia;

East : Road;

West : Khemkaran Kedia,

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**SCHEDULE- 'B'**

(Description of the residential flat hereby sold)

ALL THAT Residential Two Flats, bearing Flat No.202, measuring super built up area 995 Sq.ft. and Flat No.203, measuring super built up area 995 Sq.ft., i.e. total super built up area 1990 Sq.ft., both flats at the 2<sup>nd</sup> floor, which consists of bedrooms, drawing cum dining hall, toilets/ baths, kitchen and balconies etc. including One Car parking space at the Ground floor of the building, together with undivided proportionate share of land measuring 1200 Sq.ft., approx., out of the multistoried building now named as as "MAHESH TOWER", situated at near Baragamharia, within P.S. Gamharia, District Seraikella-Kharsawan, constructed over the said Schedule 'A' above land, together with all common services, use of common staircase, ingress, egress, easements, landing, lift, generator & transformer facility etc.

which is bounded by:

North : Open to sky;

South : Open to sky;

East : Corridor;

West : Open to sky.

Annual ground rent payable to the landlord, the State of Jharkhand, through the Circle Officer, Gamharia, entered in Volume No. \_\_\_\_\_, Page No. \_\_\_\_\_ and other charges proportionately payable to the Complex Authority.

Note : The photocopy of Building Permit No. \_\_\_\_\_, dated \_\_\_\_\_ and Building Plan, issued from Adityapur NAC/ AIADA/ Nagar Parishad Adityapur, are annexed herewith.

**VALUATION OF THE FLAT :**

Super built up Area 1990 Sq.ft. X \_\_\_\_\_/- = Rs. \_\_\_\_\_/-

Proportionate share of land 200 Sq.ft. or  
 \_\_\_\_\_ Dec. X Rs. \_\_\_\_\_/- only, per Dec. = Rs. \_\_\_\_\_/-

IN WITNESS WHEREOF, **Shishir Kumar** has hereunto set his hand on this deed of sale, as attorney for the **Seller No.2** and Partner of the **Seller No.1**, on the day, month and year first above written.

The Purchaser/s has/ have subscribed his/ her/ their signature and agreed to comply, honour and abide by all terms of this Sale Deed.

Drafted, Read over and explained the contents of this Sale Deed to the executants and he has admitted the same to be true and correct.

Advocate

**WITNESSES:**

1.

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2.

Printed through Computer:

Jsr. Court.

**NAME OF THE PURCHASERS :**

**MR. BABAN SINGH**

Signature and left hand fingerprints of the Purchaser

**MRS. NILU DEVI**

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Signature and left hand fingerprints of the Purchaser

Certified that the fingerprints of the left hand of each person, whose photograph is affixed in the document, have been obtained by me or before me.

**Advocate**

**Photograph of Identifier as witness No.1.**

**MODE OF PAYMENT OF CONSIDERATION AGAINST THE SALE OF FLAT  
Nos.202 & 203.**

<u>Mode.</u>	<u>Date</u>	<u>Amount in Rs.</u>	<u>Name of Bank</u>
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Total consideration amount of Rs.40,00,000/- (Rupees Forty lakhs) only.